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Tarrant County Texas

TX-5375

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5600 Cox Road  
Glen Allen, VA 23060

**Prepared By:**

GTP Towers IV LLC  
1801 Clint Moore Road, Suite 110  
Boca Raton, FL 33487

**AGREEMENT REGARDING GROUND LEASE**

THIS AGREEMENT REGARDING GROUND LEASE (this "Agreement") is made as of 4-6-, 2009, between the party identified as "Landlord" on the signature page hereof ("Landlord") and GTP Tower IV, LLC through one of its affiliates, subsidiaries and/or assigns ("Global Tower Tenant").

**R E C I T A L S:**

A. Landlord and Global Tower Tenant ("Existing Tenant") are parties to the Lease dated January 31, 1994, (the "Lease"), covering certain real property more particularly described on Exhibit A attached hereto (the "Property");

B. "Global Tower Tenant" or nominee has acquired a Tenant's interest in the Lease and /or a new Lease, and that Landlord acknowledges this acquisition or new Lease by Global Tower (or its affiliate, subsidiary or nominee).

C. Global Tower Tenant or its nominee is issuing notes (the "Note") pursuant to an Indenture by and among The Bank of New York., as indenture trustee (together with its successors and assigns, the "Indenture Trustee"), and the various noteholders from time to time party thereto, secured by a mortgage or other security instrument, encumbering all of Global Tower Tenant's interest in the Lease.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereto hereby agrees as follows:

1. To the extent any such consent is required by the Lease, Landlord hereby consents to the acquisition or new Lease by Global Tower Tenant, directly or indirectly, of Tenant's interest in the Lease.

2. Estoppe Certificate. Landlord certifies to Global Tower Tenant (and Leasehold Lender (as defined below) may rely on such representations) that the following statements are true as of the date hereof:

(a) Global Tower Tenant is the current tenant under the Lease (A full copy of which, including all amendments thereto is annexed as Exhibit A ) (such current tenant, being the "Current Tenant"), and the Lease is in full force and effect and contains the entire agreement between Landlord and the Current Tenant with respect to the Property.

(b) No default exists under the Lease on the part of Current Tenant, and, to Landlord's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Current Tenant under the Lease.

(c) The Current Tenant may use the tower for the subleasing / sublicensing of space for the collocation of communications equipment.

3. Agreement with respect to the Lease.

Following the consummation of the acquisition of the Lease by Global Tower Tenant:

(a) The Indenture Trustee and any other indenture trustee or any lender (each a "Leasehold Lender") under any note or loan secured by a mortgage (or deed of trust) lien on Global Tower Tenant's (or any successor to Global Tower Tenant by foreclosure or otherwise) interest in the Lease (each, as amended or modified from time to time, a "Leasehold Mortgage") shall have all of the rights of Global Tower Tenant under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, and to assign the Lease as permitted in the Lease.

(b) Landlord shall deliver to the Leasehold Lender (at the address specified herein, or at such other address as shall be designated in writing to Landlord) a copy of any default notice given by Landlord to Global Tower Tenant under the Lease. No default notice from Landlord to Global Tower Tenant shall be deemed effective as against Leasehold Lender unless received by Leasehold Lender.

(c) If Global Tower Tenant defaults on any monetary obligations under the Lease, Landlord shall accept a cure thereof by the Leasehold Lender within thirty (30) days after Leasehold Lender's receipt of notice of such defaults. For non-monetary defaults, Landlord shall not terminate the Lease for so long as the Leasehold Lender is diligently pursuing a cure of the default, and if curing such non-monetary default requires possession of the Property, then Landlord agrees to give the Leasehold Lender a reasonable time to obtain possession of the Property and to cure such default.

(d) The Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Leasehold Lender's interest therein or surrendered, terminated or cancelled, without the prior written consent of Leasehold Lender.

(e) If the Lease is terminated for any reason, or otherwise rejected in bankruptcy, Landlord will enter into a new lease with Leasehold Lender on the same terms as the Lease, if the Leasehold Lender pays all past due amounts under the Lease within 30 days of notice of such termination.

4. **Memorandum of Lease.** To the extent the Lease or a memorandum thereof has not previously been recorded, this Agreement shall constitute a "memorandum of lease" under applicable State law and may be recorded in the applicable public records, the provisions of the Lease (with certain financial terms redacted therefrom) being as set forth on Exhibit A annexed hereto and made a part hereof.

5. **Notices.** All notices sent to Leasehold Lender shall be in writing and sent by United States mail postage prepaid or other reputable courier service at the following address (or at such other address notified in writing by Leasehold Lender to Landlord):

The Bank of New York  
ABS Structured Finance Services  
101 Barclay Street, Floor 4 West  
New York, New York 10286  
ATTN: Alan V. Terezian  
Assistant Treasurer

CC Toronto Dominion (Texas) LLC  
77 King Street West 18<sup>th</sup> Floor  
Toronto, Ontario Canada M5K 1A2

6. **Miscellaneous.**

- (a) If this Agreement is inconsistent with the Lease, this Agreement shall control.
- (b) This Agreement shall be binding upon Landlord and its successors and assigns and shall inure to the benefit of Global Tower, Global Tower Tenant and Leasehold Lender.
- (c) This Agreement may not be amended or modified except by a written agreement executed by Landlord and the Leasehold Lender. This Agreement may be executed in any number of separate counterparts and all signatures need not be on the same counterpart.

**[SIGNATURE PAGES FOLLOW]**

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LANDLORD SIGNATURE PAGES

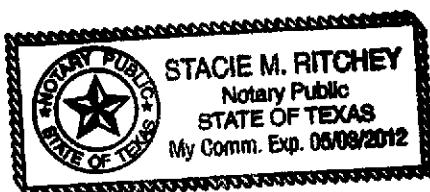
IN WITNESS WHEREOF, the undersigned, by its duly elected officer(s), has duly executed, acknowledged and delivered this instrument as its true act and deed.

TX-5375	<u>229 HURST BIVD, LLC</u> , a(n) <u>TEXAS L.L.C.</u> By: <u>N.L. Jackson</u> Name: <u>N.L. Jackson</u> Title: <u>PARTNER</u>
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STATE OF Texas )  
COUNTY OF Harris ) SS.

On the 2nd day of April, 2009, before me, the undersigned a Notary Public in and for said state, personally appeared N.L. Jackson,

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument/



Stacie M. Ritchey (SEAL)  
Print Name: STACIE M. RITCHIEY  
Notary Public, Harris County  
State of Texas  
My commission: 5/3/12

TENANT SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned, by its member, pursuant to proper authority of its operating agreement and/or bylaws, has duly executed, sealed, acknowledged and delivered this instrument as of the day and year first above written.

TX-5375	<u>GTP TOWERS IV, LLC</u> , a(n) <u>Delaware Ltd. liability company</u> By: <u>Terry Armant</u> Name: Terry Armant Title: SR. VP of Development
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STATE OF Florida )  
COUNTY OF Palm Beach ) SS.

On the 6<sup>th</sup> day of April, 2009, before me, the undersigned a Notary Public in and for said state, personally appeared Terry Armant,

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument/

Tracy Reich (SEAL)  
Print Name: Tracy Reich  
Notary Public, Palm Beach County  
State of Florida  
My commission: 7/31/2010

NOTARY PUBLIC-STATE OF FLORIDA  
Tracy M. Reich  
Commission # DD579937  
Expires: JULY 31, 2010  
BONDED THRU ATLANTIC BONDING CO., INC.

**EXHIBIT A**

**Property Description**

AT&T Site ID: 10077891  
GTP Site ID: TX-5375  
GTP Site Name: HURST LAN

**EXHIBIT A**

AT&T Site ID:	10077891
GTP Site ID:	TX-5375
GTP Site Name:	HURST LAN
Landlord:	VSL Enterprises
Original Tenant:	Metroplex Telephone Co., d/b/a/ MetroCel
Cellular Telephone Company	
Current Tenant:	AT&T Mobility Tower Holdings LLC
Lease Exe Date:	01/31/1994
Recording information for Lease:	N/A
Ground Lease Description:	See Exhibit A-1

*AS EVIDENCED BY EXECUTION OF THE ATTACHED ASSIGNMENT AND  
ASSUMPTION OF GROUND LEASE, ASSIGNEE ACKNOWLEDGES AND AGREES  
THAT ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE  
ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS  
EXHIBIT A OR EXHIBIT A-1 ATTACHED HERETO.*

## Exhibit A-1

TX-5375

**TOWER LEASE AREA:**

BEING a tract of land situated in the G. Wilson Survey, Abstract Number A-1626, Tarrant County, Texas, and being a portion of a tract of land conveyed to Veronica Lloyd as recorded in Instrument #309762 of the Deed Records of Tarrant County, Texas (DRTCT), and being more particularly described as follows;

BEGINNING at a 1/2 inch iron rod found for the southwesterly corner of said Lloyd tract, said point being the southwest corner of TOWER AREA;

THENCE along the westerly line of said Lloyd tract North 00 deg 11 min 42 sec East a distance of 50.59 feet to a 1/2 inch iron rod found for the northwest corner of said TOWER AREA;

THENCE departing the westerly line of said Lloyd tract South 89 deg 11 min 45 sec East a distance of 50.71 feet to a 1/2 inch iron rod found for the northeast corner of TOWER AREA;

THENCE South 00 deg 35 min 26 sec West a distance of 50.15 feet to a 1/2 inch iron rod found for the southeast corner of said TOWER AREA, said point being in the southerly line of said Lloyd tract;

THENCE North 89 deg 41 min 29 sec West a distance of 50.36 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 0.058 acres or 2,545 square feet of land more or less. Bearings contained with in this field note description were based upon an on the ground survey done in the field on the 15th day of June 2007 utilizing GPS MEASUREMENTS.

**NON-EXCLUSIVE ACCESS EASEMENT:**

BEING a tract of land situated in the G. Wilson Survey, Abstract No. 1626, and being a portion of Lot 1, Block 1, of Associated Industrial Addition, an addition to the city of Hurst as recorded in Volume 388-171, Page 27 of the Plat Records of Tarrant County, Texas ( PRTCT ) and being more described as follows;

COMMENCING at a point in the southerly right of way line of STATE HIGHWAY NO. 183, said point being the northeast corner of said Lot 1;

THENCE along said Right-of-Way line of STATE HIGHWAY NO. 183 North 89 deg 29 min 18 sec West a distance of 3.91 feet to the POINT OF BEGINNING;

THENCE departing said Right-of-Way line of STATE HIGHWAY NO. 183 South 00 deg 03 min 42 sec West a distance of 263.03 feet to the beginning of a non-tangent curve to the right having a radius of 35.00 feet, and having a chord bearing South 45 deg 03 min 42 sec West and a chord length of 49.50 feet;

Continuing along said curve to the right through a central angle of 90 deg 00 min 00 sec for an arc length of 54.98 feet to a point for corner;

THENCE North 89 deg 56 min 18 sec West a distance of 73.85 feet to a point for corner, said point being in the easterly line of said Lloyd tract;

THENCE along the easterly line of said Lloyd tract North 00 deg 03 min 42 sec East a distance of 20.00 feet to a point for corner;

THENCE departing the easterly line of said Lloyd tract South 89 deg 56 min 18 sec East a distance of 73.85 feet to the beginning of a curve to the left having a radius of 15.00 feet, and having a chord bearing North 45 deg 03 min 42 sec East and a chord length of 21.21 feet;

Continuing along said curve to the left through a central angle of 90 deg 00 min 00 sec for an arc length of 23.56 feet to a point for corner;

THENCE North 00 deg 03 min 42 sec East a distance of 263.19 feet to a point for corner in said Right-of-Way line of STATE HIGHWAY NO. 183;

THENCE South 89 deg 29 min 18 sec East a distance of 20.00 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 0.173 acres or 7,525 square feet of land more or less. Bearings contained with in this field note description were based upon an on the ground survey done in the field on the 15th day of June 2007 utilizing GPS MEASUREMENTS.